

**Supplement #1 to the Request for Proposals  
Issued on: April 5, 2018**

**Staten Island PEP Center of Excellence and PrEP Navigation**

**Public Health Solutions  
on behalf of  
New York City Department of Health and Mental Hygiene  
Bureau of HIV/AIDS Prevention and Control**

This Supplement makes revisions to the Request for Proposals (RFP) issued on March 14, 2018, and addresses questions submitted via e-mail through March 27, 2018. Information included in this Supplement amends and supersedes responses given at the Pre-Proposal Conference as well as any responses that were provided by the RFP Contact to questions that are included in this Supplement.

Failure to comply with any amended requirements and instructions included in this Supplement may result in a proposal being deemed non-responsive and ineligible for consideration for funding.

*Please note that only communication received in writing from the RFP Contact on behalf of Public Health Solutions shall serve to supplement, amend, or alter in any way, this RFP released by Public Health Solutions. Any other communication is not binding and should not be relied upon by any party in interpreting or responding to this RFP.*

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**For a copy of this Supplement or the Request for Proposals, please go to:  
<https://www.healthsolutions.org/get-funding/request-for-proposals/>**

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## Clarifications and/or Revisions to the RFP

The changes listed below are being made to the RFP. Additions/clarifications are in *italics*. Deletions are ~~crossed out~~.

The Pre-Proposal Conference Webinar was held on March 26, 2018 and a recording of the webinar is available at <http://cc.readytalk.com/play?id=9q58st> . Also, the corrected presentation slides are available to download along with this supplement.

Pages 42-43 in the RFP, General Insurance Requirements section is deleted and replaced with the revised language as follows:

The following insurance requirements will be incorporated into final contracts with Public Health Solutions:

a. Acceptability of Insurers

*All insurance under this Agreement must be placed with insurers with an A.M. Best rating of no less than A-7 or a Standards and Poor rating of no less than AA, unless Public Health Solutions approves the acceptance of insurance from an insurance company with a lower rating. The Contractor shall maintain on file with Public Health Solutions current Certificates of Insurance for the policies identified in subsection (b) below.*

b. Types of Insurance

The Contractor shall obtain the following types of insurance with respect to the services to be performed under this Agreement:

- (i) *Commercial general liability insurance (including products/completed operations, personal and advertising injury) with limits not less than **\$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be on an occurrence form basis. The policy must name Public Health Solutions and the City of New York, including its officials and employees as additional insured. The designation of the City of New York, including its officials and employees, as additional insured must be demonstrated using ISO Form CG 20 10 (Additional Insured Endorsement Form). Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions or the City.*
- (ii) *Comprehensive automobile liability with limits not less than **\$1,000,000** combined single limit coverage against bodily injury, liability, and property damage liability arising out of the use by or on behalf of the Contractor, or any person acting by, through or under the Contractor, of any owned, non-owned or hired motor vehicle. The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.*
- (iii) *(For non-medical services or services that are not provided by medical and health professionals) Professional liability insurance with limits not less than **\$1,000,000** for any one occurrence, **\$3,000,000** annual aggregate, covering all professional employees of the Contractor, as well as contracted employees of the Contractor, if these persons provide professional services under this Agreement. Coverage must be on an occurrence form basis. [If coverage is not available or is not written on an occurrence form, Claims-made policies will be accepted. All such policies shall have an extended reporting period option*

or automatic coverage of not less than two (2) years. If available as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.] The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.

- (iv) *(For medical services or services provided by medical and health professionals) Professional liability insurance with not less than **\$2,000,000** for any one occurrence, **\$4,000,000** annual aggregate, covering all professional employees of the Contractor, including but not limited to physicians, physician's assistants, nurses and other health professionals, as well as, or, any person or entity acting by, through or under the Contractor, written on an occurrence form. If coverage is not available or is not written on an occurrence form, a claims made form is acceptable provided that, in the event the Contractor's claims made policy is cancelled and not replaced or renewed, tail coverage for the maximum allowable period is purchased in order to ensure continuity of coverage. The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.*
- (v) Workers' compensation, disability, and employers' liability insurance with limits not less than statutory limits of liability.
- (vi) *If the Contractor receives an Advance, it shall purchase a fidelity bond in the amount of the Advance. This bond must be issued by an insurer duly licensed by the state and must name Public Health Solutions as a loss payee. A copy of the fidelity bond must be provided to Public Health Solutions.*
- (vii) Directors and officers liability insurance, whether the directors and officers are compensated or not.

c. Subcontractors

*The Contractor shall include all approved subcontractors, if any, as additional insured under its policies or shall furnish separate certificates for each subcontractor. All subcontractors shall provide the same coverages contained in this Agreement, including naming Public Health Solutions and the City of New York, including its officials and employees as additional insureds.*

d. Self-Insurance

*If the Contractor self-insures, proof of the self-insurance must be provided to Public Health Solutions. Even if the Contractor self-insures, the Contractor will maintain sufficient liability insurance, including malpractice insurance, to protect itself, Public Health Solutions and the City of New York, including its officials and employees from all claims, actions, proceedings, costs, liability, loss or damage from injuries or death arising from the provision of services under this Agreement. If the Contractor generally self-insures for malpractice, it shall provide the proof of malpractice insurance through its self-insurance program including the adequacy of any self-insurance program. Public Health Solutions has the sole right to determine if the evidence of self-insurance is acceptable.*

## Questions

1. (a) \$100,000 is the maximum annual award for the program. Could you provide greater detail on the approved uses of the funding? (b) For example, can it be used for service costs for uninsured patients? (c) How is funding distributed throughout the year and what documentation is required to draw down funds? (d) Could you elaborate on what is meant by the “cost-based” methodology on page 15 of the RFP? (e) Are any grant funds forwarded or is all payment made on a reimbursement basis? (f) Are all required costs not covered by insurance above \$100,000 the responsibility of the awardee?

Response -

(a) Please see pages 5-6 in the Budget Instructions, Section D. Summary of Unallowable Costs.

(b) Yes.

(c) Payment will be made monthly based on the submission of Monthly Expenditure Reports (MERs). The Monthly Expenditure Reports should reflect actual costs for operating the program and should be consistent with the approved contract budget. Instructions for submitting the Monthly Expenditure Reports will be provided post-award.

(d) Cost-based methodology refers to reimbursement made for actual costs incurred such as staff salaries, purchase of supplies, rent, etc., associated with operating your program. The reported costs should be consistent with the approved contract budget.

(e) Yes, an 8.33% advance (1/12<sup>th</sup> of the contract MRA) is allowed at the beginning of the contract period after contract execution. The advance is then recouped at 16.67% of the advance amount over a six-month period beginning with the third month (October) of the contract period.

(f) Yes, the maximum reimbursement amount (MRA) for this contract would be \$100,000, so no expenses above the MRA would be allowed.

2. Is the awardee required to operate both the “brick and mortar” and “On-Call Clinical Services” program components?

Response - No. The awardee is only responsible to operate the “brick and mortar” PEP Center of Excellence and NOT the On-Call Clinical Service. The On-Call Clinical Service is operated by another contractor. The awardee is expected to collaborate with the On-Call Clinical Service to accept client referrals from Staten Island, as needed.

3. (a) Is reimbursement provided by the grant for services that may not be covered by a client who has insurance, including non-clinical PEP and PrEP assessment and education services? (b) Is this done according to an established fee schedule?

Response –

(a) Services defined within this contract may be provided to insured clients if their insurance plan does not cover the service (such as PrEP/PEP Education, Intake Assessment, etc.). Services provided and paid for by this contract may not be billed to an additional third party.

(b) This is not a fee-for-service reimbursement contract. Payment will be made monthly based on the submission of Monthly Expenditure Reports (MERs). The Monthly Expenditure Reports should reflect actual costs for operating the program and should be consistent with the approved contract budget. Instructions for submitting the Monthly Expenditure Reports will be provided post-award.

4. What are the responsibilities of the provider for patients who drop out of the program or who are “no shows” at appointments and how does the program evaluate this?  
Response - For patients who “drop out” or who are “no shows”, please follow your agency’s protocols for client follow-up. The awardee should make a good faith effort to engage and reconnect with the patient who no shows. Navigation services are included in this service category to support client follow-up.
5. (a) In the first year of the grant, what are allowable uses of grant funds for start-up costs? For example can funds be used for initial outfitting for furniture, computer purchases, etc.? (b) Where should requests for start-up funds be included in the RFP response, given the statement on page 34 the start-up costs should be “excluded” from the estimate of the annual budget?  
Response -  
(a) Please see pages 5-6 in the Budget Instructions, Section D. Summary of Unallowable Costs.  
(b) The maximum reimbursement amount (MRA) for this contract will be \$100,000; there is no additional start-up funds beyond the MRA. The inclusion of furniture, computer purchases, etc. may be allowed; however, this will be determined during the post-award contract negotiations with PHS and DOHMH.
6. Targeted Outreach is listed as optional on page 16 of the RFP, however page 17 indicates minimum duration, contacts, and engagements. To clarify, is Targeted Outreach optional within this grant? If so, under what circumstances do the Targeted Outreach minimum metrics apply?  
Response - Targeted Outreach is an optional service. The minimum metrics apply only if you choose to provide this service.
7. (a) Does the PEP Center of Excellence and PrEP Navigation program need to be a “discrete” service with its own facility and staffing? (b) Can the program be integrated with existing HIV treatment and prevention services in multi-use facility space, with staff assigned to multiple programs? (c) For example, can the “Senior Program Administrator” provide administrative services to other HIV services we provide?  
Response -  
(a) No.  
(b) Yes.  
(c) Yes.
8. Does the expected staffing capacity require one FTE per position or can one staff member perform multiple roles (i.e. one individual functioning as both the Prevention Navigator and the Outreach Specialist)?  
Response - Staffing roles outlined on page 14 are recommendations only and do not need to be full FTEs. One individual can perform multiple roles.
9. How does the City determine if an organization has the “capacity” to provide the services?

Response - Please see pages 33-34 in the RFP, Section J. Proposal Evaluation Criteria and page 38 in the RFP, Proposal Review and Selection Process on 38.

10. (a) Is there any sustainability requirement to continue all services required through the grant in the event that grant funding is not renewed at any time throughout a contract period? (b) Are there sustainability requirements after the end of the grant program?

Response -

(a) No.

(b) No.

11. (a) For the requirement to provide walk-in capacity, are there any requisite hours of operation for taking patients on a walk-in basis? (b) For example does walk-in capacity need to be provide on a 24/7 basis? (c) Is it required that all services, including walk-in capacity be provided outside of the Emergency Room?

Response -

(a) No. The requirement includes providing walk-in capacity during your current hours of operation.

(b) No.

(c) Yes. All services provided through this service category should be provided outside of the emergency department (ED), although you may receive referrals for PCE from the ED.

12. Our organization provides care at numerous sites throughout Staten Island, and services are open to all residents. We do not have a “Brick and Mortar” physical facility in the “High Priority Area ZIP codes”. (a) To confirm, are there any required services that must be delivered directly in the target ZIP codes of 10301, 10303, and 10304 (i.e. any outreach activities)? (b) How is it determined that the awardee is serving a sufficient volume of patients from the high priority ZIP codes to meet the grant requirements?

Response -

(a) There is no requirement that services are delivered directly in the target zip codes.

(b) The DOHMH Technical Assistance team will work with the funded organization to set targets for reaching populations most in need of these services.

13. What is the minimum age a client/patient needs to be to receive program services?

Response - This service aims to support patients ages 13 years and older.